

1 BILL NO. S-92-01-29

2 SPECIAL ORDINANCE NO. S- 30-92

3 AN ORDINANCE approving CONTRACT FOR
4 RESOLUTION #920-1991, CARLISLE PLACE
5 SANITARY SEWER EXTENSION, between
6 ALL STAR CONSTRUCTION and the City
7 of Fort Wayne, Indiana, in
8 connection with the Board of Public
9 Works.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
11 OF THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That CONTRACT FOR RES.#920-1991,
13 CARLISLE PLACE SANITARY SEWER EXTENSION, by and between
14 ALL STAR CONSTRUCTION and the City of Fort Wayne,
15 Indiana, in connection with the Board of Public Works,
16 for:

17 the furnishing of all labor,
18 material, equipment, tools, power,
19 transportation, miscellaneous
20 equipment, etc., necessary for the
21 construction of a sanitary sewer
22 extension in accordance with the
23 specifications and requirements and
24 at those locations more specifically
25 described and set forth in Contract
26 #920-1991;

27 the contract price is Fifty-One Thousand Eighty-Five and
28 No/100 Dollars (\$51,085.00), all as more particularly set
29 forth in said Contract, which is on file in the Office of
30 the Board of Public Works and is by reference incorpor-
31 ated herein, made a part hereof, and is hereby in all
32 things ratified, confirmed and approved. Two (2) copies
of said Resolution are on file with the Office of the
City Clerk and made available for public inspection,
according to law.

SECTION 2. That this Ordinance shall be in full
force and effect from and after its passage and any and
all necessary approval by the Mayor.

31 *Janet G. Bradbury*
32 Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

CARLISLE PLACE SANITARY SEWER EXTENSION

RESOLUTION 920-1991

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that:

The construction of a sanitary sewer, intended and adapted for use by property holder(s), whose property abuts thereon and for receiving sewage from collateral drains be and the same is hereby ordered in and along the following described centerline:

LINE A: Beginning at an existing sanitary sewer manhole located $18\pm$ LF East of and $20\pm$ LF North of the centerline of the intersection of Ward Drive and Sweetfern Lane; thence West $270\pm$ LF to a proposed manhole located $45\pm$ LF North of and $17\pm$ LF West of the Northwest corner of Lot #14 of Carlisle Place Addition.

LINE "A1": Beginning at a proposed sanitary sewer manhole located $45\pm$ LF North of and $17\pm$ LF West of the Northwest corner of Lot #14 of Carlisle Place Addition; thence South $250\pm$ LF to a proposed manhole located $5\pm$ LF South of and $17\pm$ LF West of the Northeast corner of Lot #3 of Carlisle Place Addition.

LINE "A2": Beginning at a proposed sanitary sewer manhole located $45\pm$ LF North of and $17\pm$ LF West of the Northwest corner of Lot #14 of Carlisle Place Addition; thence West $80\pm$ LF to a proposed cleanout located $45\pm$ LF North of and $97\pm$ LF West of the Northwest corner of Lot #14 of Carlisle Place Addition.

LINE B: Beginning at an existing sanitary sewer manhole $18\pm$ LF East of and $20\pm$ LF North of the centerline of the intersection of Ward Drive and Sweetfern Lane; thence South a distance of $565\pm$ LF to a proposed manhole; thence West a distance of $250\pm$ LF to a proposed manhole; thence South a distance of $200\pm$ LF to a proposed manhole located $35\pm$ LF South of and $3\pm$ LF East of the Northeast corner of Lot #7 of Carlisle Place Addition.

LINE "B1": Beginning at a proposed sanitary sewer manhole located $19\pm$ LF East of and $17\pm$ LF North of the centerline of the intersection of Sweetfern Lane and Riley Drive; thence East a distance of $60\pm$ LF to a proposed cleanout located $54\pm$ LF East of and $8\pm$ LF South of the Southwest corner of Lot #22 of Carlisle Place Addition.

LINE "B2": Beginning at a proposed sanitary sewer manhole located $3\pm$ LF East of and $9\pm$ LF South of the Southeast corner of Lot #5 of Carlisle Place Addition; thence North a distance of $125\pm$ LF to a proposed cleanout located $14\pm$ LF North of and $3\pm$ LF East of the Southeast corner of Lot #4 of Carlisle Place Addition.

Said sewer(s) shall be 8" in diameter.

Said sewer, with all its appurtenances shall be constructed in accordance with City of Fort Wayne Sewer Utility Standards and Specifications.

The cost of said sanitary sewer improvement shall be paid by funds from Fort Wayne Sewer Utility Funds and Revolving Barrett Funds.

The property holder(s) share of said improvement shall be apportioned against and paid by the said property holder(s) benefitted by said improvements all according to the method and manner provided for in the Acts of the General Assembly of the State

CARLISLE PLACE
SANITARY SEWER EXTENSION
RESOLUTION 920-1991

BID TABULATION

| ENGINEER'S ESTIMATE | | | | ALL STAR CONSTRUCTION | | BERCOT INC. | | DAVES EXCAVATING | |
|------------------------|--------------------------------|-------|------|-----------------------|-------------|-------------|-------------|------------------|-------------|
| # | DESCRIPTION | QUANT | UNIT | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| 1 | 8" SANITARY SEWER PIPE | 1800 | LF | \$22.00 | \$39,600.00 | \$17.00 | \$30,600.00 | \$15.00 | \$27,000.00 |
| 2 | 48" MANHOLE TYPE I-A | 6 | EA | \$1,200.00 | \$7,200.00 | \$1,065.00 | \$6,390.00 | \$1,190.00 | \$7,140.00 |
| 3 | 8" CLEANOUT | 3 | EA | \$400.00 | \$1,200.00 | \$275.00 | \$825.00 | \$195.00 | \$585.00 |
| 4 | 8" X 6" WYES | 24 | EA | \$120.00 | \$2,880.00 | \$135.00 | \$3,240.00 | \$80.00 | \$1,920.00 |
| 5 | 6" HOUSE SERVICE LINE | 395 | LF | \$12.00 | \$4,740.00 | \$11.00 | \$4,345.00 | \$14.00 | \$5,530.00 |
| 6 | SPECIAL BACKFILL #53-#73 STONE | 420 | CY | \$14.00 | \$5,880.00 | \$10.00 | \$4,200.00 | \$17.00 | \$7,140.00 |
| 7 | PAVEMENT REPLACEMENT - STREETS | 135 | SY | \$35.00 | \$4,725.00 | \$11.00 | \$1,485.00 | \$30.00 | \$4,050.00 |
| TOTAL BID | | | | | \$66,225.00 | | \$51,085.00 | | \$53,365.00 |

CARLISLE PLACE
SANITARY SEWER EXTENSION
RESOLUTION 920-1991

BID TABULATION

| DEHNER CONSTRUCTION | | | | SCHEIDLEMAN EXCAVATING | | LIBERTY CONSTRUCTION | | LANDRAIL INC. | |
|---------------------|--------------------------------|-------|------|------------------------|-------------|----------------------|-------------|---------------|-------------|
| ITEM | DESCRIPTION | QUANT | UNIT | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| 1 | 8" SANITARY SEWER PIPE | 1800 | LF | \$17.25 | \$31,050.00 | \$17.50 | \$31,500.00 | \$19.15 | \$34,470.00 |
| 2 | 48" MANHOLE TYPE I-A | 6 | EA | \$1,000.00 | \$6,000.00 | \$1,190.00 | \$7,140.00 | \$1,200.00 | \$7,200.00 |
| 3 | 8" CLEANOUT | 3 | EA | \$250.00 | \$750.00 | \$160.00 | \$480.00 | \$410.00 | \$1,230.00 |
| 4 | 8" X 6" WYES | 24 | EA | \$85.00 | \$2,040.00 | \$40.00 | \$960.00 | \$252.00 | \$756.00 |
| 5 | 6" HOUSE SERVICE LINE | 395 | LF | \$10.00 | \$3,950.00 | \$8.75 | \$3,456.25 | \$50.00 | \$1,200.00 |
| 6 | SPECIAL BACKFILL #53-#73 STONE | 420 | CY | \$13.50 | \$5,670.00 | \$14.20 | \$5,964.00 | \$15.00 | \$5,925.00 |
| 7 | PAVEMENT REPLACEMENT - STREETS | 135 | SY | \$31.00 | \$4,185.00 | \$34.25 | \$4,623.75 | \$10.00 | \$4,200.00 |
| TOTAL BID | | | | | \$53,645.00 | | \$54,124.00 | | \$59,571.00 |

SEWER CONSTRUCTION CONTRACT

Board Order 36-91

Contract 920-1991

Work Order 73818

THIS CONTRACT made and entered into in triplicate this 8 day of January, 1992, by and between **ALL STAR CONSTRUCTION**, herein called **CONTRACTOR**, and the **City of Fort Wayne, Indiana**, an Indiana Municipal Corporation, acting by and through the **Mayor** and the **Board of Public Works and Safety**, herein called **OWNER**;

WITNESSETH, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

LINE A: Beginning at an existing sanitary sewer manhole located 18± LF East of and 20± LF North of the centerline of the intersection of Ward Drive and Sweetfern Lane; thence West 270± LF to a proposed manhole located 45± LF North of and 17± LF West of the Northwest corner of Lot #14 of Carlisle Place Addition.

LINE "A1": Beginning at a proposed sanitary sewer manhole located 45± LF North of and 17± LF West of the Northwest corner of Lot #14 of Carlisle Place Addition; thence South 250± LF to a proposed manhole located 5± LF South of and 17± LF West of the Northeast corner of Lot #3 of Carlisle Place Addition.

LINE "A2": Beginning at a proposed sanitary sewer manhole located 45± LF North of and 17± LF West of the Northwest corner of Lot #14 of Carlisle Place Addition; thence West 80± LF to a proposed cleanout located 45± LF North of and 97± LF West of the Northwest corner of Lot #14 of Carlisle Place Addition.

LINE B: Beginning at an existing sanitary sewer manhole 18± LF East of and 20± LF North of the centerline of the intersection of Ward Drive and Sweetfern Lane; thence

CARLISLE PLACE SANITARY SEWER EXTENSION

South a distance of 565± LF to a proposed manhole; thence West a distance of 250± LF to a proposed manhole; thence South a distance of 200± LF to a proposed manhole located 35± LF South of and 3± LF East of the Northeast corner of Lot #7 of Carlisle Place Addition.

LINE "B1": Beginning at a proposed sanitary sewer manhole located 19± LF East of and 17± LF North of the centerline of the intersection of Sweetfern Lane and Riley Drive; thence East a distance of 60± LF to a proposed cleanout located 54± LF East of and 8± LF South of the Southwest corner of Lot #22 of Carlisle Place Addition.

LINE "B2": Beginning at a proposed sanitary sewer manhole located 3± LF East of and 9± LF South of the Southeast corner of Lot #5 of Carlisle Place Addition; thence North a distance of 125± LF to a proposed cleanout located 14± LF North of and 3± LF East of the Southeast corner of Lot #4 of Carlisle Place Addition.

Said sewer(s) shall be 8" in diameter.

All according to Fort Wayne Sewer Utility, Drawing No. 11268, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay **CONTRACTOR** for the performance of the contract, the unit price sum of FIFTY-ONE THOUSAND EIGHTY-FIVE AND NO/100 (\$51,085.00) DOLLARS. In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the **15th day** of the **following month**, ninety (**90%**) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the **Engineering Department** of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR**.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a **Completion Affidavit** by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works and Safety** will direct the **Engineering Department** of the **OWNER** to promptly make such inspection. When the **Engineering Department** finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works and Safety**, which shall issue a **final certificate** stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the **entire balance** of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the **Industrial Board of the State of Indiana**, that he has complied with the **Workmen's Compensation Act** in accordance with **Statutes of the State of Indiana** and **Ordinances of the City of Fort Wayne**.

Any judgment rendered against the **City of Fort Wayne** in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any **Board of Arbitrators** or of the **Industrial Board of the State of Indiana** rendered against the **City of Fort Wayne** in any suit or claim arising under said **Workmen's Compensation** for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by **Section 15-13 (as amended)**, of the **Code of the City of Fort Wayne, Indiana of 1974**, passed by the **Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended)** on December 12th, 1978. The successful bidder shall file a **Manpower Utilization Report** for this project with the **Compliance Office** within ten (10) days after

completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the **Statutes of the State of Indiana**, and the **Ordinances of the City of Fort Wayne** according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 920-1991
- b. Instructions to Bidders for Resolution No. 920-1991
- c. Contractor's Proposal dated 20 November 1991
- d. Fort Wayne Engineering Department Drawing SY11268
- e. Supplemental Specifications for Resolution No. 920-1991
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Form 96.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a **Performance and Guaranty Bond** in favor of the **City of Fort Wayne** in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER**, within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the **Statutes of the State of Indiana**.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the **Director of Board of Public Works and Safety** of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the **Board of Public Works and Safety**.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within **SIXTY (60) consecutive calendar days** after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the **OWNER** by the **Mayor and Board of Public Works and Safety** of the **City of Fort Wayne, Indiana**, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the **Common Council** of the **City of Fort Wayne, Indiana**, and should said **Common Council** fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: ALL STAR CONSTRUCTION

By: 

ED FOSS, PRESIDENT

CITY OF FORT WAYNE

By: _____

Paul Helmke, Mayor

~~BOARD OF PUBLIC WORKS AND SAFETY~~

By: 

Charles E. Layton, Director
Public Works

By: 

Katherine A. Carrier, Member

By: 

Douglas M. Lehman, Director
Administration and Finance

ATTEST:



Patricia Crick, Clerk

CARLISLE PLACE SANITARY SEWER EXTENSION

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this
30th day of December, 1991, personally appeared
the within named **ED FOSS**, who being by me first duly sworn upon
his oath says that he is the **PRESIDENT** of **ALL STAR CONSTRUCTION**
and as such duly authorized to execute the foregoing instrument and
acknowledged the same as the voluntary act and deed of **ALL STAR**
CONSTRUCTION for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my
official seal.

Cynthia A. Beavers
Notary Public

Cynthia A. Beavers
Printed Name of Notary

My Commission Expires:

July 31, 1993

Resident of Allen County.

CARLISLE PLACE SANITARY SEWER EXTENSION

Read the first time in full and on motion by Bradbury, seconded by Edmonds, and duly adopted, read the second time by title and referred to the Committee on City Politics (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 1-14-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Edmonds, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT |
|-------------|----------|------|-----------|----------|
| TOTAL VOTES | <u>7</u> | | | <u>2</u> |
| BRADBURY | <u>✓</u> | | | |
| EDMONDS | <u>✓</u> | | | |
| GiaQUINTA | | | | <u>✓</u> |
| HENRY | | | | <u>✓</u> |
| LONG | <u>✓</u> | | | |
| LUNSEY | <u>✓</u> | | | |
| RAVINE | <u>✓</u> | | | |
| SCHMIDT | <u>✓</u> | | | |
| TALARICO | <u>✓</u> | | | |

DATED: 1-28-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL)

(ZONING)

ORDINANCE

RESOLUTION NO.

S-20-92

on the 28th day of January, 1992

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Don J. Schmitter
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of January, 1992, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 3rd day of February, 1992, at the hour of 3:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-92-01-29

REPORT OF THE COMMITTEE ON CITY UTILITIES

JANET G. BRADBURY, CHAIRWOMAN
SAMUEL J. TALARICO, VICE CHAIRMAN
LUNSEY, LONG, GiaQUINTA

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT FOR
RESOLUTION #920-1991, CARLISLE PLACE SANITARY SEWER EXTENSION,
between ALL STAR CONSTRUCTION and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

J. Bradbury
Sam J. Talarico
Richie Jackson
Steve Long
Mark C. GiaQuinta

DATED: 1-28-92.

Sandra E. Kennedy
City Clerk

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #920-1991, Carlisle Place
Sanitary Sewer Extension

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for Res. #920-1991, Carlisle Place Sanitary Sewer Extension is for the furnishing of all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the attached described sanitary sewer. All Star Construction is the contractor.

EFFECT OF PASSAGE: Improved sanitary sewer conditions as per the attached resolution.

EFFECT OF NON PASSAGE:

S-92-01-29

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$51,085.00
(Sewer Utility/Barrett Law)

ASSIGNED TO COMMITTEE: